

INVITATION FOR BIDS

6200 South Parcel Property In Holladay, Utah

Uinta-Wasatch-Cache National Forest

Auction Summary

Sale Type: Online Auction
Start Date: July 26, 2010
End Date: TBD
Minimum Opening Bid: \$1,500,000.00
Registration Deposit: \$50,000.00
Bid Increment: \$50,000.00
Property Code: USDA-R-1637

E-Mail: joseph.potter@gsa.gov
Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on "View All" to see all available properties or use the map to select available properties by state.

Auction Site Web Page

www.auctionrp.com

Click on "Featured Auctions" then select the property you are interested in to view and download Property Sales Information

Sales Information

Realty Specialist: Howard Kahlow,
USDA Forest Service
Phone Number (801) 236-3451
e-mail: hkahlow@fs.fed.us

Inspection Opportunities:

The Property is accessible for inspection during normal daylight hours.

Online Auction

www.auctionrp.com

Register and Submit Your Bid

Online Auction Assistance

Joseph Potter, Realty Specialist, GSA
Phone Number: (817) 978-4240

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Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal Division – 7PZ
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: Joseph Potter

PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The property is located on the southeast corner of 6200 South and 3000 East, with the actual street address being 6351 South 3000 East, Holladay, Utah. The City of Holladay is a suburb of the greater Salt Lake City metropolitan area in northern Utah, located at the foothills of the Wasatch Mountains, with a population of approximately 26,500. This undeveloped property is at a prime location on a highly visible corner of 6200 South Street and 3000 East Street with adjacent and nearby high-end offices, retail, and restaurant developments. Interstate 215 is located approximately one block west of the property and provides easy access to and from the area. Cottonwood Canyon is adjacent and easily accessible from the property, which is a very popular recreation area. Many recreationists travel this route to and from the Salt Lake City valley.

The greater Salt Lake City area enjoys a diversity of people and businesses that would be expected in a major metropolitan area. The University of Utah calls Salt Lake City home and provides numerous higher educational classes and degrees. Additionally, there are cultural events, arts and entertainment, major shopping venues, and professional and collegiate sporting events in the valley. A major, international airport is easily accessible and located approximately 15 miles to the northwest of the property with direct domestic and international flights readily available.

The picturesque Salt Lake City area is just minutes away from outdoor activities that include golfing, hiking, biking, hunting, fishing, and boating. In winter, northern Utah is known as having the "Best Snow on Earth" and offers abundant opportunities for winter activities all within a 30 minute drive. These activities include world-class downhill and cross country skiing at Park City, Deer Valley Ski Resort, The Canyons, Alta, Snowbird, Solitude, and Brighton Ski Resorts. Salt Lake City was the site of the 2002 Winter Olympic Games, and offers a variety of Olympic museums and facilities that one can enjoy the spirit of the games, including ice rinks, ski jumps and the bobsled track.

2. SALE PARCEL DESCRIPTION

The 4.17 acre property is comprised of two county tax parcels, which are segmented by a physical right-in only access road off 6200 South. These two parcels are irregular in shape (triangular) with the narrowest point on the east side. They are identified by Salt Lake County Parcel's 22-23-202-002 (3.76 acres) and 22-23-202-003 (0.41 acres). There are no buildings or structures on the property; however, there are some surface improvements including an open aqueduct with concrete and cobble rock walls, and associated fencing. Numerous rights-of-way and easements to utility companies cross the property (see Section 6 Easements, Encroachments and Reservations). All public utilities are available to the site.

3. DRIVING DIRECTIONS

From downtown Salt Lake City, Utah, drive approximately eight miles south on I-15. Take Exit 298 for I-215 East. Travel approximately six miles on I-215 to Exit 6 for UT-190/6200 South. Turn south on 6200 South and travel approximately one half mile to 3000 East. The property is located on the southeast (right) corner of 6200 South and 3000 East.

From Provo, Utah, drive approximately 30 miles north on Interstate 15 toward Salt Lake City. Once in the metropolitan area, take Exit 298 for I-215 East toward the Belt Route. Travel approximately six miles to Exit 6 for UT-190/6200 South. Turn south on 6200 South and travel approximately one half mile to 3000 East. The property is located on the southeast (right) corner of 6200 South and 3000 East.

4. LEGAL DESCRIPTION

Salt Lake Meridian

T. 2 S., R. 1 E.,

Sec. 23, NW1/4NE1/4, NE1/4NW1/4, more particularly described as follows:

Beginning at the southeast corner of said NE1/4NW1/4, which is a point 1,322.27 feet S. 00°03'09" E., along the quarter section line from the north quarter corner of said Section 23; thence S. 89°58'40" W., 71.58 feet along the south line of said NE1/4NW1/4 to the easterly R/W line of 3000 East Street; thence N. 12°39'17" E., 248.16 feet along said easterly R/W to the point of tangency of a curve to the right with a radius of 65 feet; thence northeasterly 103.92 feet along the arc, with a chord bearing N. 58°27'22" E., and a distance of 93.20 feet, along the easterly R/W to the southwesterly R/W line of the feeder roadway between Wasatch Boulevard and I-215, known as UDOT Project No. F-068(3); thence S. 74°16'36" E., 830.80 feet along said southwesterly R/W line to the point of tangency of a curve to the right with a radius of 805.00 feet; thence southeasterly 83.85 feet along the arc, with a chord bearing of S. 71°17'34" E., and a distance of 83.81 feet, of said curve and southwesterly R/W line; thence S. 00°12'56" W., 51.09 feet to the south line (40-acre line) of said NW1/4NE1/4; thence N. 89°15'16" W., 941.20 feet along said south 40-acre line to the Point of Beginning.

Contains 4.17 acres, more or less.

5. ASSESSOR'S PARCEL NO.:

APN: 22-23-202-002 (3.76 acres) and
22-23-202-003 (0.41 acre)
Holladay, Salt Lake County, Utah

6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The property is encumbered by several rights-of-way and easements for roads and utilities. The property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights,

recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

The following are rights-of-way and easements of record:

- a) An unrecorded FRTA Public Road Easement, dated July 16, 1999, from the United States of America, FS, Grantor, to Salt Lake County, a Body Corporate and Politic of the State of Utah, Grantee. Said FRTA Easement was granted for the purpose of constructing and maintaining an access road and appurtenant parts thereof, to allow vehicular and pedestrian ingress and egress, incident to the widening of the existing roadway 3000 East Street, known as Project No. CJ970180.
- b) An Ordinance Amending Title 19, Entitled "Zoning" of the Salt Lake County Code of Ordinances, 1986, by Reclassifying Certain Property Located in Salt Lake County from S-1-G (Sand and Gravel) Zone to R-M (Office) Zone, approved and adopted October 20, 1999, and recorded October 25, 1999, as Entry No. 7496473, Book 8318, pages 0889-0890 of Official Records.
- c) A National Forest Roads and Trails Act (FRTA) Public Road Easement, dated July 16, 1999, from the United States of America, FS, Grantor, to Salt Lake County, a Body Corporate and Politic of the State of Utah, Grantee. Said Easement was granted for the widening and realignment of the existing county roadway 3000 East Street, known as Project No. CJ970180, and was recorded November 12, 1999, as Entry No. 7510666, in Book 8322, pages 4131-4134, Official Records, Salt Lake County, Utah.
- d) A FRTA Public Road Easement dated July 16, 1999, from the United States of America, FS, Grantor, to Salt Lake County, a Body Corporate and Politic of the State of Utah, Grantee. Said FRTA Easement was granted for the purpose of constructing and maintaining a drainage facility and appurtenant parts thereof, incident to the

widening of the existing roadway 3000 East Street, known as Project No. CJ970180. Recorded November 12, 1999, as Entry No. 7510667, in Book 8322, pages 4135-4138, Official Records, Salt Lake County, Utah.

- e) That certain Easement, dated September 6, 1995, by and between Salt Lake County, a body Corporate and politic of the State of Utah, Grantor, and PacifiCorp, an Oregon corporation, dba Utah Power & Light Company, Grantee. Said Easement is for a perpetual easement and right-of-way for the erection, operation, maintenance, repair, alteration, enlargement, inspection, distribution lines, communications circuits, fiber optic cables and associated facilities, for the support of said lines and circuits, and was recorded September 22, 1995, as Entry No. 6172105, in Book 7233, pages 1012-1015, Official Records, Salt Lake County, Utah.
- f) Consent to Vacation of Approximately 300 Foot Portion of Unused County Road at East Pit, dated September 21, 1992, recorded September 22, 1992, as Entry No. 5335703, in Book 6522, pages 89-91, Official Records, Salt Lake County, Utah.
- g) That certain Easement for Pipelines, dated May 15, 1991, by and between the County of Salt Lake, State of Utah, and Salt Lake County Cottonwood Sanitary District for an easement to construct, maintain, and operate pipelines within the right-of-way limits of county roads and highways within said District and immediately adjacent thereto for the purpose of transportation of sewage. Said Easement recorded May 16, 1991, as Entry No. 5067636, in Book 6316, pages 2498-2503, Official Records, Salt Lake County, Utah.
- h) A permitted location for a water line located within and bounded on the north and south ends by the property lines of the Salt Lake County East Gravel Pit, as described on recorded Plat No. S88-05-0197, in the Office of the Salt Lake County Surveyor, Salt Lake City, Utah, as disclosed by Quit Claim Deed, dated March 1, 1989, recorded May 16, 1989, as Entry No. 4775307, in Book 6127, pages 2142-2144, Official Records, Salt Lake County, Utah.

Also, that certain Grant of Access, dated August 17, 1999, between the Utah Department of Transportation, Grantor, and the United States of America, Bureau of Reclamation, Grantee. Said Grant of Access recorded September 27, 1999, as Entry No. 7474660, in Book 8311, pages 6336-6337, Official Records, Salt Lake County, Utah.

- i) That certain Easement as granted to Salt Lake City Corporation, a municipal corporation of the State of Utah, Grantee, from Belva C. Freeman, et al., Grantors, for a 33-foot wide perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection, relocation, and replacement of a water line, together with service lines and all facilities attendant thereto. Said Easement dated October 21, 1982, recorded November 10, 1982, as Entry No. 3728642, in Book 5418, pages 2968-2970, Official Records, Salt Lake County, Utah.

Also, that Disclaimer, issued by Salt Lake City Corporation, a municipal corporation of the State of Utah, dated October 25, 1982, recorded November 24, 1982, as Entry No. 3732963, in Book 5421, page 2068, Official Records, Salt Lake County, Utah.

- j) An easement over, across, or through the land for a main pipeline and incidental purposes, as granted to Salt Lake City Suburban Sanitary District No. 1 by Instrument recorded May 2, 1980, as Entry No. 3429875, in Book 5096, page 311 Official Records, Salt Lake County, Utah.
- k) Those certain reservations as described in Warranty Deed between Walter H. Dayton, et al., Grantors, to Herbert S. Auerbach, Grantee. Said Warranty Deed was dated August 11, 1922, recorded January 18, 1929, as Entry No. 625313, in Book 42 of Deeds, page 477, Official Records, Salt Lake County, Utah.

7. UTILITIES

All typical public utilities are available to the Property, including water, sewer, electrical, gas and telephone. Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Gas and Electric

Questar – 801-324-5111

Rocky Mountain Power – 1-888-221-7070

Telephone

Qwest Communications – 1-800-244-111

Water, Sewer, and Storm Drain

Salt Lake City Public Utilities (Water/Sewer)

801-483-6900

Solid Waste

Waste Management – 1-888-496-8824

DRAFT

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB and, by reference, are made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on the best information available to the U. S. General Services Administration, Property Disposal Division and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION

Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

Inspection Opportunities:

The Property is an undeveloped landscape and may be inspected at any time during daylight hours, although snow conditions may limit accessibility.

4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

5. ZONING

The Property is subject to the jurisdiction of the City of Holladay. The Property is zoned "Office Research Park & Development (O-R-D)". Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information, please contact the City of Holladay Planning & Zoning Department at (801) 527-3890

6. CONTRACT

The IFB and the bid, when accepted by the Government, shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

8. RISK OF LOSS

a. As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and

able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property. The Government will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available.

12. TITLE

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of ninety (90) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the

balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser (or to the Escrow Holder) the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

15. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary

stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Real Property Disposal Division – 7PZ
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: Joseph Potter

17. OFFICIALS NOT TO BENEFIT

No Member or Delegate to the Congress, or Resident Commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the Property offered in the IFB.

18. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

IMPORTANT INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on July 23, 2010, 9:00 a.m (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at www.auctionrp.com and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at www.auctionrp.com, with at least three business day's prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. MINIMUM OPENING BID

The minimum opening bid is \$1,500,000.00. The minimum opening bid amount does not represent the value of the Property, but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at the auction web site, www.auctionrp.com.

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be

provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A registration deposit in the amount of \$50,000.00 must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa or MasterCard). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Deposits by credit card may be initiated over the Internet by following the instructions on the online auction site: www.auctionrp.com. Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon GSA's verification of your registration deposit will you be allowed to bid online using the User ID and password, as discussed below (Paragraph 6, User Identification and Password), nor will your initial written bid be posted online. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

U.S. General Services Administration
Real Property Disposal Division – 7PZ
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: Joseph Potter

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The

Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens.

6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders on the auction Web page, www.auctionrp.com. In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

7. BIDDING IN GENERAL

a) Registered bidders may increase their bids by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password.

b) Bids received through www.auctionrp.com are date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time Zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for

the Property in the IFB and as listed at www.auctionrp.com. The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.

c) Bids must be submitted without contingencies.

d) Bids by mail that are not submitted on GSA forms will be rejected.

e) Increased bids are not accepted by fax.

8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction Web site at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received. Bidders may also review the Property information at our Home Page, propertydisposal.gsa.gov.

Bidders will be notified via the auction web site when bidding will be closed. If your bid is not accurately shown on the web page, then you should call Joseph Potter at (817) 978-4240 or the general sales line at (817) 978-2331. Bidders are urged to pay close attention to the auction web page which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least Fifty Thousand and No 100 Dollars (\$50,000.00) more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at www.auctionrp.com. In the event that two bids

of equal value are received via U.S. Mail or online, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. That date will be announced on the auction Web page, www.auctionrp.com. On that date at 2:00 p.m. Central Standard Time (CST), the clock starts for the High Bid. If no increased bid is received by 2:00 p.m. CST on the next business day, then bidding will close at 2:00 p.m. CST and consideration will be given to selling the property to the High Bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Eventually, no one will outbid the High Bidder and bidding will close at 2:00 p.m. CST on that day. There is no advantage to waiting until the last minute to bid.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a Bidder until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the Bidder shall be obtained prior to such expiration.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the Bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the Bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

15. AUCTION DISPUTE RESOLUTION

The Government reserves the right to stop the auction for any reason without award and start a new auction at any time. The Government may resolve bidding conflicts by determining the high Bidder and the high bid amount and then re-open bidding until bidding stops as described above. The Government may temporarily suspend an auction to resolve controversies and resume an auction at any time.

16. TEN PERCENT BID DEPOSIT, TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS

a) Within ten (10) calendar days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit may require rejection of the bid and forfeiture of Registration Deposit.

b) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price is payable within ninety (90) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

c) Registration Deposits accompanying bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an

individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Registration Deposits provided by credit card will be credited to the same account number provided.

d) Registration Deposits received from the two highest Bidders will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the Bidder is the first or second highest bidder. Refunds will be processed timely but may require several weeks to complete the process.

17. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the first high bidder has increased their initial Registration Deposit to the required 10% of the purchase price. Subsequently the Registration Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

18. ONLINE BIDDING

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving of electronic equipment.

- c) Incompatibility between the sending and receiving of equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you can not enter a bid at www.auctionrp.com then you should call Joseph Potter at (817) 978-4240 or the general sales line at (817) 978-2331.

19. BID EXECUTED ON BEHALF OF BIDDER

- a) A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.
- b) If the Bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- c) If the Bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed:

1. HAZARDOUS SUBSTANCE NOTIFICATION

A. NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice of hazardous substance activity at the Property by providing GRANTEE with Land Transaction Screening Process Worksheets.

B. CERCLA Covenant. Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), THE UNITED STATES OF AMERICA warrants that:

(1) all response action necessary to protect human health and the environment with respect to any hazardous substance and petroleum products on the Property has been taken before the date of this conveyance; and
(2) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

1) This covenant shall not apply:

(a) In any case in which Grantee, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) To the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its heir(s), successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) Results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) Causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the GRANTEE as of the date of this conveyance.

2) In the event Grantee, its heir(s), successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) The associated contamination existed prior to the date of this conveyance; and

(b) The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its heir(s), successor(s) or assign(s), or any party in possession.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation,

and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses, or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. ADDITIONAL AGREEMENTS REGARDING ENVIRONMENTAL MATTERS

A. No warranties either expressed or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain ACMs or is or is not safe for a particular purpose. The failure of any Bidder to inspect, or be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

B. The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property, and/or any other Federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

C. The Purchaser agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by THE UNITED STATES OF AMERICA in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed. This covenant to indemnify, release, defend and hold harmless THE UNITED STATES OF AMERICA shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by THE UNITED STATES OF AMERICA in a court of competent jurisdiction.

For specific comments or questions relating to hazmat on this property, please contact Thomas R. Enroth, Environmental Engineer, USFS, at (801) 625-5794.

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

SEND THIS FORM TO:

U.S. General Services Administration
Real Property Disposal Division (7PZ)
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: Joseph Potter

PROPERTY: 6200 South Administrative Site**PROPERTY CODE:** USDA-R-1637**REGISTRATION DEPOSIT:** \$50,000.00**USER ID:** _____

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. USDA-R-1637 including its *Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property*, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <http://www.auctionrp.com>

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS. _____ (INITIAL)

BID ITEM: 6200 South Administrative Site**BID AMOUNT:** _____**SPELLED OUT:** _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Signature: _____ Date: _____

CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

I, _____, certify that I am _____ of the
(Secretary or Other Title)

Corporation named as bidder herein; that _____ who signed this
(Name of Authorized Representative)

Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation that the said bid was duly signed
(Official Title)

for and on behalf of said Corporation by authority of its governing body and is within the scope of its
Corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)

REGISTRATION DEPOSIT BY CREDIT CARD

PROPERTY: 6200 South Administrative Site

PROPERTY CODE: USDA-R-1637

SEND THIS FORM TO:

U.S. General Services Administration
Real Property Disposal Division – 7PZ
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6112
Attn: Joseph Potter

THIS FORM MAY BE SUBMITTED BY FAX TO:
(817) 978-2063

REGISTRATION DEPOSIT: \$50,000.00

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the IFB Package and any Addendum(s). The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders, pages 9 thru 12, Paragraph 5, *Bidder Registration*. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Type of credit card to be charged: ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

CSC Code: _____

Phone () _____ Fax: () _____

Signature: _____ **Date:** _____